that Mr. Holland frankly stays at this standpoint. He digresses, when he does digress, into saying that the English law on this point is so and-so; and those digressions, while they cannot injure, mar the otherwise straightforward consistency of his attachment to his plan.

One point in his classification seems not so good as it might be. Mr. Holland includes in rights *in personam* those legal phenomena which occur when a carrier or an innkeeper is bound by his calling to certain relations with travellers. Now, it is absurd, or at least useless, to discuss the right which all the world have to the service of an innkeeper as the right of special persons. It serves no purpose to say that Mr. Holland has a right to be carried on the Central Pacific Railway. The relation which that phrase expresses is better to be spoken of as the railway's duty than as the right of any member of the public. It is therefore submitted that a better classification than

Rights { (*a*) *In rem.* (*b*) *In personam.*

is the following: —

Relations { (*a*) Rights *in rem.* (*b*) Rights *in personam.* (*c*) Duties *in rem.*

This last class includes such duties as a carrier's, a public official's, &c. Sir Frederick Pollock has spoken of this as a defect in classification. It is more than merely that. It has led Mr. Holland to neglect the very important third class.

As one turns over the pages and sees the apt use which is made of American authorities, one is led to a regret, which cannot include blame, that Mr. Holland has not gone farther in our field. The criticism of Coke's phrase about "An Act . . . against Common Right" (and therefore void) might well be illustrated with Mr. Justice Gray's learned note to *Paxton's Case*, Quincy (Mass.) 51, which treats of the American cases on that point. Some mention of the rout of the Illinois notion of degrees of negligence in the recent reports would seem worth while. So also Mr. Holland's point on page 116 about the rights of the State as such, which he illustrates by the form of prosecution. *The Queen* v. *A. B.*, and *People* v. *A. B.*, would be more neatly illustrated by the far more common American form, *The State* v. *A. B.*, of which he seems to be unaware. And other illustrations might be multiplied if there were not a fear that they might be thought to indicate something wanting. The book is not wanting in good illustrations. Indeed, it is their aptness and number which make one wish that little points like those just mentioned could have been looked on with the aid of every American doctrine or practice which could help on the good work.

R. W. H.

DES CONTRATS PAR CORRESPONDANCE. Par Jules Valery. Paris: Thorin et Fils, 1895. pp. xvi, 461.

It is very refreshing to find some of the subjects which are well threshed out in our common law jurisdictions discussed by a foreigner in the lights in which the needs of his law present them to him.

In the first place the question of the time of acceptance and offer is thoroughly discussed, with a good bibliography; and the respective the-

ories are neatly ticketed. M. Valery inclines strongly to the rule prevailing in England and the United States, — the theory of "declaration," as opposed to the theory of "information" (*i. e.*, as opposed to the doctrine of *M'Culloch* v. *Eagle Ins. Co.*, 1 Pick. 277). He would be willing to carry this in some respects much farther than it has been carried here, and would, for instance, hold that the entry by a merchant (in the books which he is required by French law to keep) of an acceptance should bind the other party. One, however, who was not bound to keep books should not, he says, be able to bind the offerer until he mails his answer. The hardship of this doctrine upon an offerer who does not hear of his acceptance is to be completely obviated by an obligation imposed upon the acceptor *ex bono et æquo*, corresponding to our condition or contract implied by law, to see that the offerer is duly informed of the acceptance, — a suggestion worth consideration here.

Those idealists who feel that the foreign commercial law has none of the faults of our own will be disappointed to find that the doctrine which makes acceptances binding for the benefit of those who take on the faith of them though they be not on the bill, is at least not unknown abroad. M. Valery states as law that they are binding, and backs it up by citing decisions (p. 223). He seems, it may be added, to be well wonted to the use of decisions as authority, and to place much reliance on them.

In many other respects (for instance, the scope of tacit contracts), the book will prove interesting to any reader.

R. W. H.

THE LAW OF JUDICIAL WRITS AND PROCESS. By W. A. Alderson, of the New York Bar. New York: Baker, Voorhis, & Co. 1895. 8vo. pp. lix, 667.

In a great system of law, it is useless to try to memorize much, when one has but to peep into a few good books to find what is needed; but there are some rules that every lawyer must in practice have at his fingertips, and the law of judicial writs and process includes an unusually large number of such points. As this most important branch has never, hitherto, been at all fully or adequately treated, the profession will welcome in Mr. Alderson's book a work conscientious in its thoroughness, and sincere in its attempt to discuss aggressively and carefully each and every doctrine of that law. Far more authorities on this subject are gathered here than can, probably, be found anywhere else; and although this collection is hardly exhaustive (important authorities treating of this topic in 1 Ames and Smith on Torts are not, for example, referred to), yet it shows throughout a vast amount of diligence and labor.

The student might, however, complain with some justice of certain features of the work. It is, perhaps to some extent, presented in an unnecessarily expanded and undigested form; and the sense of proportion, and true test of really fundamental sifting and classification, is not always properly maintained.

Although in these respects, perhaps not thoroughly satisfactory to the student, the book will, undoubtedly, prove valuable to every practitioner wherever located, and can hardly fail to assume a well-merited and respectable position in the ranks of recent legal publications.

D. A. E.